

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Camber Corporation		07/22/2011	CORPORATION: DELAWARE
Camber Defense Security and Systems Solutions, Inc.		07/22/2011	CORPORATION: TEXAS
I2S, Inc.		07/22/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch
Street Address:	11 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	National Bank: SWITZERLAND

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	2344320	CAMBER
Registration Number:	2382057	RADAR TOOLKIT
Registration Number:	2891328	BATTLEVISION
Registration Number:	2891327	RCAST
Registration Number:	3839701	CAMBER
Registration Number:	3839700	CAMBER
Registration Number:	3839702	CAMBER CUSTOMER FOCUSED, EMPLOYEE DRIVEN
Registration Number:	3915695	SPEAR
Registration Number:	3915694	SPEAR
Registration Number:	3688561	CENTS
Registration Number:	3650621	SLAM-R
Registration Number:	3688560	HOTSIM

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Registration Number:	3650620	ARMOES
Registration Number:	3688562	CYNTRS
Registration Number:	3151768	I2S
Registration Number:	3151767	I2S
Registration Number:	3185490	I2S
Registration Number:	3134921	I2S

CORRESPONDENCE DATA

Fax Number: (917)777-4104
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-735-3000
Email: robert.wise@skadden.com
Correspondent Name: Skadden Arps Slate Meagher & Flom LLP
Address Line 1: 4 Times Square
Address Line 2: Attn: Shivram Sankar
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	217730/2414
NAME OF SUBMITTER:	07/25/2011
Signature:	/Shivram Sankar/
Date:	07/25/2011

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of July 22, 2011 (this "**Agreement**"), among CAMBER CORPORATION, a Delaware corporation located at 635 Discovery Dr., Huntsville, AL (the "**Borrower**"), CAMBER DEFENSE SECURITY AND SYSTEMS SOLUTIONS, INC., a Texas corporation located at 70 NE Loop 410, Ste. 400, San Antonio, TX ("**DS3**"), I2S, INC. a Delaware corporation located at 6992 Columbia Gateway Drive, Suite 150, Columbia, MD (together with the Borrower and DS3, each a "**Grantor**"), and CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH ("**CS**"), as collateral agent (in such capacity, the "**Collateral Agent**").

Reference is made to (a) the Guarantee and Collateral Agreement dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the "**Guarantee and Collateral Agreement**"), among the Borrower, the Subsidiary Grantors from time to time party thereto and the Collateral Agent and (b) the Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among the Borrower, the Lenders party thereto and CS, as administrative agent and collateral agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Each Grantor (other than the Borrower) is an affiliate of the Borrower, will derive substantial benefits from the extensions of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver the Guarantee and Collateral Agreement and this Agreement in order to induce the Lenders to extend such credit. Pursuant to the Guarantee and Collateral Agreement, each Grantor is required to execute and deliver this Agreement. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not defined in this Agreement has the meaning given or ascribed to it in the Guarantee and Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Guarantee and Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby pledges to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "**Trademark Collateral**"):

(a) trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, Internet domain names, other source or business identifiers, and designs, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and pending applications filed in connection therewith, including registrations and pending applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I;

(b) all goodwill associated therewith or symbolized thereby ((a) and (b) collectively, the "**Trademarks**"); and

(c) all Proceeds and products of any and all of the foregoing, all Supporting Obligations and all collateral security and guarantees given by any Person with respect to any of the foregoing;

provided that, in no event shall the Trademark Collateral include, and no Grantor shall be deemed to have assigned, pledged or granted a security interest in, any of such Grantor's right, title or interest in any Trademark applications filed in the United States Patent and Trademark Office on the basis of such Grantor's "intent-to-use" such trademark, unless and until acceptable evidence of use of such Trademark has been filed with the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. § 1051, et seq.), whereupon such Trademark application will be deemed automatically included in the Trademark Collateral, but solely to the extent that granting the security interest in such Trademark application prior to such filing would adversely affect the enforceability or validity of such Trademark application or any registration issuing therefrom.

SECTION 3. Recordation. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement.

SECTION 4. Guarantee and Collateral Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Guarantee and Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern, and for the avoidance of doubt, Trademark Collateral shall not include any Excluded Assets.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile transmission or other electronic transmission (including by .pdf, .tif or similar format) shall be as effective as delivery of a manually signed counterpart of this Agreement.

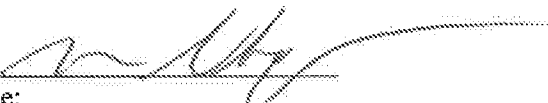
SECTION 6. Further Assurances. Each Grantor further agrees to execute and deliver to the Collateral Agent any and all further documents and instruments, and do any and all further acts which the Collateral Agent (or the Collateral Agent's agents or designees) reasonably requests in order to confirm this grant of security interest in and to the Trademark Collateral.

SECTION 7. Applicable Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

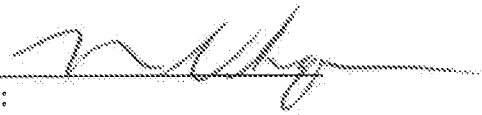
CAMBER DEFENSE SECURITY AND
SYSTEMS SOLUTIONS, INC.,

By: 
Name:
Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
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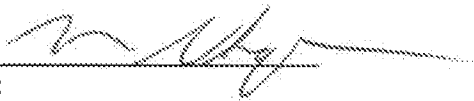
CAMBER CORPORATION,

By: 
Name:
Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
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I2S, INC.,

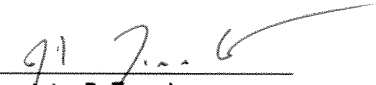
By: 
Name: _____
Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
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Acknowledged and Agreed by:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH

By: 
Name: **John D. Toronto**
Title: **Managing Director**

By: 
Name: **VIPUL DHADDA**
Title: **ASSOCIATE**

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**SCHEDULE I TO
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations and Applications

Country	Trademark	Reg. No.	Reg. Date	Record Owner
United States	CAMBER	2,344,320	4/25/2000	Camber Corporation
United States	RADAR TOOLKIT	2,382,057	9/5/2000	Camber Corporation
United States	BATTLEVISION	2,891,328	10/5/2004	Camber Corporation
United States	RCAST	2,891,327	10/5/2004	Camber Corporation
United States	CAMBER LOGO IN COLOR	3,839,701	8/31/2010	Camber Corporation
United States	CAMBER LOGO IN B&W	3,839,700	8/31/2010	Camber Corporation
United States	CAMBER CUSTOMER FOCUSED, EMPLOYEE DRIVEN	3,839,702	8/31/2010	Camber Corporation
United States	SPEAR and Design	3,915,695	2/8/2011	Camber Corporation
United States	SPEAR	3,915,694	2/8/2011	Camber Corporation
United States	CENTS	3,688,561	9/29/2009	Camber Defense Security and Systems Solutions, Inc.
United States	SLAM-R	3,650,621	7/7/2009	Camber Defense Security and Systems Solutions, Inc.
United States	HOTSIM	3,688,560	9/29/2009	Camber Defense Security and Systems Solutions, Inc.
United States	ARMOES	3,650,620	7/7/2009	Camber Defense Security and Systems Solutions, Inc.
United States	CYNTRS	3,688,562	9/29/2009	Camber Defense Security and Systems Solutions, Inc.
United States	I2S and Design	3151768	10/3/2006	i2S, Inc.
United States	I2S	3151767	10/3/2006	i2S, Inc.
United States	I2S	3185490	12/19/2006	i2S, Inc.
United States	I2S and Design	3134921	8/29/2006	i2S, Inc.